

INTELLECTUAL PROPERTY PURCHASE AND ASSIGNMENT AGREEMENT

This Intellectual Property Purchase and Assignment Agreement (the "Agreement") is made as of April 13, 2020 (the "Effective Date"), between Todd Meagher ("Meagher"), and GHER Solutions, LLC, a Delaware Limited Liability Company registered to conduct business in Texas as a foreign entity ("GHER").

RECITALS

A. Meagher is the owner of the federally registered trademarks Registration Certificate Numbers 3,776,817, 3,647,253, 3,712,651 and their associated goodwill, software patents US Patent Numbers 9,442,626 and 8,346,575, and common law trademark rights and pending trademark registration applications Serial Numbers 88216119 and 88843232 for the marks MyStore and MyStore.com and their associated goodwill. (the "IP Rights")

B. GHER is a licensee and user of the IP Rights.

C. GHER is an unsecured creditor in the Meagher Chapter 11 bankruptcy.

D. GHER wishes to acquire Meagher's rights in the IP Rights, and Meagher wishes to sell such rights to GHER on the terms and conditions set forth below.

AGREEMENT

THEREFORE, in consideration of the payment of the purchase price by GHER to Meagher, the sufficiency of which consideration is hereby acknowledged, GHER and Meagher hereby agree as follows:

1. ASSIGNMENT.

Meagher hereby sells, assigns, conveys and transfers to GHER Meagher's entire right, title and interest in and to the IP Rights, together with all goodwill associated therewith, for use and registration by GHER.

2. PURCHASE PRICE.

The purchase price for the IP Rights is Redacted
GHER to Meagher as follows: Redacted

Redacted

3. PAYMENT SCHEDULE.

Payment for the IP Rights will be made as follows:

(a) Upon the issuance of an Order by the UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

authorizing Meagher to sell and assign the IP Rights to GHER Solutions, LLC. pursuant to this Agreement, free and clear of all liens, claims, and encumbrances, GHER will withdraw its \$400,000.00 creditor claims in the Meagher Chapter 11 bankruptcy.

(b) Upon (a) the successful issuance of trademark registration certificates of the pending trademark registration applications Serial Numbers 88216119 and 88843232 and the successful assignment of those trademark registration certificates as well as the trademark Registration Certificate Numbers 3,776,817, 3,647,253, 3,712,651, and (b) the successful assignment of software patents US Patent Numbers 9,442,626 and 8,346,575 to GHER Solutions, LLC, GHER will transfer the remaining \$200,000.00 to an account designated by Meagher.

4. MEAGHER'S COVENANTS.

Meagher covenants and agrees that he:

- a. will not contest GHER's full and complete ownership of the IP Rights for any service or product, including the rights to use, license the use of and/or register the IP Rights for any service or product; and
- b. will not use or seek to register the IP Rights for any service or product.

5. TERRITORY: It is understood and agreed by GHER that Meagher makes no representation or warranty that Meagher holds rights in the IP Rights outside the United States and Meagher shall have no liability to GHER, its successors, assigns or licensees arising from the services or products bearing the IP Rights outside the United States.

6. MEAGHER'S REPRESENTATIONS AND WARRANTIES. Meagher warrants and represents to GHER that as of the Effective Date:

- a. Meagher has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby.
- b. Save for the Court Approval as outlined in Section 3(a), above, any and all consents and approvals which may be required in order for Meagher to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Meagher are and shall be valid, legally binding obligations of and enforceable against Meagher, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Meagher is subject or by which Meagher is bound, or constitute a breach or default

under any agreement or other obligation to which Meagher is a party or otherwise bound.

c. To the best of Meagher's knowledge, he is the owner of all right title and interest in the IP Rights.

d. To the best of Meagher's knowledge, there is no past due fee or payment owing in the respective registries relating to the IP Rights. Meagher agrees, however, that should any payment or fee incurred prior to the Effective Date become known to Meagher or GHER, Meagher will pay such fee to the respective registry or to GHER as mutually agreed by the parties.

7. GHER'S REPRESENTATIONS AND WARRANTIES.

GHER represents and warrants to Meagher that as of the Effective Date:

a. GHER is a corporation duly organized and in good standing under the laws of Delaware. GHER has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite corporate action has been taken by GHER in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. The person signing this Agreement on behalf of GHER is duly authorized to do so.

b. Any and all consents and approvals which may be required in order for GHER to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by GHER are and shall be valid, legally binding obligations of and enforceable against GHER, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which GHER is subject or by which GHER is bound, or constitute a breach or default under any agreement or other obligation to which GHER is a party or otherwise bound.

8. ASSIGNMENT OF EXISTING LICENSES.

Meagher, as IP Rights licensor, shall assign any and all of his rights and interests in the any license agreements for use of the IP Rights to GHER as of the Effective Date.

9. MISCELLANEOUS.

a. This Agreement shall be governed by the substantive laws of the State of Texas, applicable to agreements fully executed and performed in said

state. With respect to any action commenced by Meagher against GHER or by GHER against Meagher for any breach hereof or otherwise commenced with respect hereof, each of the parties hereby irrevocably and unconditionally submits to personal jurisdiction and venue in the Federal courts in the Northern District of Texas. Each of the parties agrees that it will not bring any action in any other jurisdiction. The parties consent to service of process by certified mail, return receipt requested. For the purposes of this Paragraph 9, "final judgment" means a final judgment from which no appeal or right of appeal exists in any U.S. Federal court. A final judgment against a party in any such action or proceeding shall be conclusive, and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of indebtedness or liability of or other remedy awarded against such party therein described. In addition, a non-final judgment may be enforced in other jurisdictions to the extent enforceable by law.

b. All notices, payments, and statements that are required or may be given, shall be in writing, in the English language, and either:

i. personally delivered;

ii. sent via certified air mail with a return receipt requested; or

iii sent via electronic means which produces a written record of the notice given.

Notices shall be addressed as follows:

If to Meagher:
Todd Meagher
2101 Legacy Court
Keller, Texas 76248
toddme@gher.com
817-403-1188

If to GHER:
GHER Solutions, LLC
550 Reserve Street
Southlake Texas, 76092
corp@gher.com
817-403-4794

Notices shall be effective upon receipt. The notice, addresses, email addresses and phone numbers may be changed by giving notice in accordance with this Agreement.

c. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Either party may assign its rights and obligations under this Agreement without obtaining the consent of the other party, provided that the transferee expressly agrees in writing to assume and be bound by the obligations and conditions of this Agreement. Any such sale, assignment or transfer not in compliance with the foregoing shall be null and void.

d. If either party wishes to issue an official press release or other formal public announcement to any public or trade media concerning the contents or fact of this Agreement, then such party shall first consult with the other party and both parties shall then cooperate to specify and mutually agree upon the contents, time and place of such press release or public announcement.

e. This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations, communications and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement shall be binding unless set forth in writing and signed by the parties hereto.

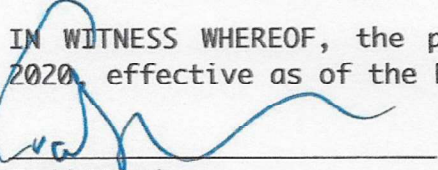
f. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto.

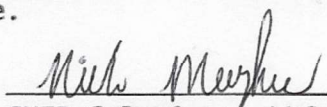
g. This Agreement may be executed in counterparts, each of which, or any combination of which when signed and delivered by all of the parties, shall be deemed an original, but all of which when taken together shall constitute one agreement.

10. TERMINATION.

Due to the potential fluctuation in the value of the IP Rights over time as well as GHER's available resources to purchase the IP Rights, this Agreement to purchase Todd Meagher's IP Rights terminates on May 31, 2020 if not agreed to and executed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on April 13, 2020, effective as of the Effective Date.


Todd Meagher


GHER Solutions, LLC.
Managing Member

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE:

TODD MEAGHER

**2101 LEGACY COURT
KELLER, TX 76248**

DEBTOR.

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CHAPTER 11

CASE NO. 20-40208-11

**DECLARATION OF TODD MEAGHER IN SUPPORT OF
DEBTOR'S MOTION TO SELL**

1. My name is Todd Meagher, the Debtor in the above-referenced Chapter 11 proceeding. All statements made herein are within my personal knowledge, true and correct. I make this Declaration in support of Debtor's Motion to Sell.

2. I am an independent software developer and Internet business developer and have been engaged in the development, acquisition, and operation of Internet business software and intellectual property rights since 1994.

3. As part of my software and Internet business development, I develop, register, license and sell trademarks and patents. Currently, I am the owner of the federally registered trademarks Registration Certificate Numbers 3,776,817, 3,647,253, 3,712,651 and their associated goodwill, software patents US Patent Numbers 9,442,626 and 8,346,575, and common law trademark rights and pending trademark registration applications Serial Numbers 88216119 and 88843232 for the trademarks MyStore and MyStore.com along with their associated goodwill. (the "IP Rights").

4. I have licensed the aforementioned IP Rights to GHER Solutions, LLC, a Delaware Limited Liability Company ("GHER") since 2011.

5. I have received an offer from GHER to purchase the IP rights in the amount of

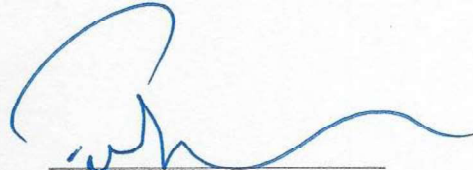
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6. I incorporated GHER Solutions, LLC on January 3, 2011. On May 25, 2011, I transferred 100% of its ownership to my son Nickolas Meagher. Currently, he is the sole managing member of the company. Since 2011, all tax filings show him to be GHER's sole owner. I have in the past provided software project management and development services to GHER as an independent contractor. I have also been the licensor of intellectual property used by the company and part of the Purchase Agreement.

7. Licensing and selling intellectual property rights is my ordinary course of my business. Such activities provide important sources of funding to allow me to continue my business operations. The Purchase Agreement, which I am seeking Court approval for, is typical for my business.

8. I believe the sale of the IP Rights is a sound business decision as it liquidates assets of my estate and would provide my business with additional liquid funding, which is especially important in light of the market uncertainty surrounding the current national pandemic. As GHER's offer expires on May 31, 2020, therefore the time to execute this Purchase Agreement is limited. I am therefore asking for expedited consideration of the sale by the Court so that I do not lose such a promising opportunity to acquire cash. It is my understanding that while GHER intends to continue the use some of the IP Rights for its own ventures, it has an opportunity to bundle the IP Rights with other intellectual property it currently owns and sell them. It is also my understanding that taking advantage of, and maximizing the value, of these opportunities is time sensitive.

9. On April 13, 2020, I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct within my personal knowledge.



Todd Meagher